

## Lucy Flores Mendez

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**From:** Silas Halloran-Steiner  
**Sent:** Monday, July 20, 2015 8:05 AM  
**To:** Mary Starrett; Laura Tschabold; Chuck Vesper  
**Cc:** Lucy Flores Mendez; Marie Mcdaniel-Bellisario; Shirley Roffe M.D.; Margaret Jarmer; Terry Malay; David Manitsas  
**Subject:** Board Consideration: FCS Agreement for Psychiatric Recruitment services  
**Attachments:** JE Nurse-Doc Combo.dotx; 6.2.15 Yamhill County Mental Health.pdf

Hi Mary, Laura and Chuck,

I am requesting Board Consideration of two agreements to assist with critical business and clinical need in our psychiatric medication services. We have recently struggled to fill several vacant Psychiatric Mental Health Nurse Practitioner (PMHNP) positions which has negatively impacted services to our clients.

The attached agreement with First Choice in Psychiatric Recruitment (FCS) is to provide recruitment services for Yamhill County Health and Human Services for qualified PMHNPs. If approved, the agreement will be effective July 23, 2015 and in effect until the recruitment is filled. The expense of \$18,000 was not included in our adopted budget but we have sufficient budget authority. We will not incur any expense unless we select a candidate and they accept the position.

The attached agreement with LocumTenens.com is to provide time limited hourly psychiatric services while we continue our search. Like the agreement with FCS it also has a \$18,000 fee if we enter into an ongoing contract with a provider. If approved, the agreement will be in effect retroactively to June 2, 2015 and it has a one year term with automatic renewal with standard termination language. The expense was not included in our adopted budget but we have sufficient budget authority. Like the agreement with FCS we will not incur any expense beyond the hourly fees for direct client services unless we select a candidate and they accept the position.

I recommend the Board approve these agreements. Please let me know if you have any questions.

Lucy, please place these agreements on this week's Board Agenda as an add-on for approval.

Thanks,

Silas Halloran-Steiner  
Director, Yamhill County Health and Human Services Department  
Phone: (503) 434-7523  
Cell: (503) 435-7572  
Fax: (503) 434-9846  
627 NE Evans  
McMinnville, OR 97128

B.O. 15-21e8

B.O. 15-21e9

**Our Vision:** People in Yamhill County live, work, learn, and play in safe communities that support wellness and dignity.

**Our Mission:** To promote the public's physical, emotional and social well-being through services, prevention, education, and partnerships.

This electronic mail may contain confidential information that is being transmitted to and only for the use of the recipients named above. Reading, disclosure, discussion, dissemination, distribution or copying this information by

**ADDENDUM FOR THE PURPOSES OF SPECIALTY: Ap/Psych & Mental Health-Adult & Psychiatry  
ADDENDUM NO. 307139 and 307140  
TO CLIENT AGREEMENT WITH:  
Yamhill County Mental Health and Human Services 4899**

**DESCRIPTION OF CONTRACTORS AND FEE STRUCTURE**

This Addendum No. 307139 and 307140 serves as an amendment and supplement to the Client Agreement dated June 2, 2015 between Yamhill County Mental Health and Human Services ("Client" or "you") and LOCUMTENENS.COM, LLC ("LocumTenens.com," "we" or "us"). This Addendum is a "Contractor Addendum" as described in the Client Agreement. The parties agree that the following types of Contractors may be provided by LocumTenens.com under the Client Agreement. The fees applicable to such Contractors are described below.

Specialty:	Ap/Psych & Mental Health-Adult	Psychiatry
Regular Rate Per Hour: (Minimum eight (8) hours per day, 40 hours per week, Monday through Friday.)	\$90-\$130	\$175-\$240
Weekday Night On-Call: (5:00PM to 8:00AM in conjunction with an eight hour day.)	N/A	N/A
24-Hour Call Rate:	N/A	N/A
Weekday Night On-Call: (5:00PM to 8:00AM)	N/A	N/A
Overtime Rate: (Hourly; applies when workday exceeds eight (8) hours or for time worked while on beeper call.)	Hourly x 1.5	Hourly x 1.5
Weekend Day (24-Hours) / Holiday On-Call: (All hours worked are considered overtime.)	N/A	N/A
Malpractice Hourly Rate:	\$2.09	\$3.09
Per Diem (Per Booked Day):	\$50	\$50

**Additional Provisions, if any:** Section 4.2 The deposit will be \$0 instead of \$15,000. Section 6.0 The recruitment fee for a Nurse Practitioner will be \$18,000 not \$25,000.

The provisions hereof shall control over any inconsistent provisions contained in the Client Agreement (to the extent of the inconsistency). The effective date of this Addendum No. 307139 and 307140 is June 2, 2015.

**CLIENT:** Yamhill County Mental Health and Human Services  
McMinnville, OR

LOCUMTENENS.COM, LLC

Name: [Signature]  
 Sign: SEAS HALLORAN - SPEAKER  
 Title: LCMS DIRECTOR  
 Date: 7/21/15

Name: Ben Dawes  
 Sign: [Signature]  
 Title: DVP  
 Date: 7/27/15

Accepted by Yamhill County Board of Commissioners on 7-23-15 by Board Order

This Client Agreement (Agreement #4899) is between Yamhill County Mental Health and Human Services ("Client" or "you") and LOCUMTENENS.COM, LLC ("LocumTenens.com," "we" or "us").

## 1.0 Overview

This Client Agreement provides the terms and conditions regarding the provision to you of locum tenens Contractors (each, a "Contractor"). The types of Contractors we will make available to you will be described in one or more Addenda to this Client Agreement entered into from time to time (each, a "Contractor Addendum"). The Contractor Addenda shall also describe the fee structure applicable for such Contractors in addition to other terms regarding such Contractors and shall be a part of this Client Agreement.

## 2.0 LocumTenens.com Duties

To assist you in obtaining qualified Contractors, LocumTenens.com will:

- 2.1 Source, screen and present potential Contractors as appropriate;
- 2.2 Use our best efforts to present Contractors acceptable to you;
- 2.3 Reimburse the Contractor(s) for his/her fee(s);
- 2.4 Provide malpractice insurance coverage, where required, through our insurance carrier for any and all Contractor(s) provided by us to you;
- 2.5 Verify or assist in obtaining Contractor licensure, as necessary; and
- 2.6 Allow you to retain patient revenue generated by any locum tenens Contractor(s) placed by us.

## 3.0 Client Duties

To enable us to attract qualified Contractors to your facility, you or your assigned facility will:

- 3.1 Use independent judgment as to a Contractor's qualifications, credentials and background. You acknowledge that the ultimate decision as to a Contractor's qualifications belongs to Client;
- 3.2 Inform LocumTenens.com in writing within forty-eight (48) hours if any Contractor presented by LocumTenens.com is already known to Client. Otherwise, the Contractor will be conclusively presumed to have been introduced by LocumTenens.com. Client agrees to submit proof of a prior relationship or introduction upon request by LocumTenens.com;
- 3.3 Supply the Contractor, according to the required specialty, reasonably maintained usual and customary equipment, usual and customary supplies, a suitable practice environment complying with accepted clinical and procedural standards and, as necessary, appropriately trained support staff to enable the Contractor(s) to perform his/her services;
- 3.4 Supply the Contractor the cost of transportation to and from the assigned facility's community (to also include any luggage surcharges), reasonable and acceptable living accommodations outside of the assigned facility, local transportation within the community (rental car or, if a personal vehicle is used, reimbursement of mileage at the rate allowed by the Internal Revenue Service), and gasoline reimbursement (both local gas and round trip gasoline expenses);
- 3.5 Use your best efforts to promptly obtain hospital privileges for Contractors, when applicable. You will be solely responsible for any and all costs and expenses associated with or required for credentialing and/or privileging all Contractors, including but not limited to, costs for medical tests, drug screens, CSR screening, DEA certification, DEA address change and compliance with OSHA requirements. LocumTenens.com shall not be responsible for any such costs associated with, required for or relating to the credentialing or privileging of any Contractor;
- 3.6 Pay all fees associated with any patient compensation fund as applicable by state;
- 3.7 Verify identity of Contractor at Client's facility;
- 3.8 Pay or reimburse LocumTenens.com for state/county sales, use, franchise or receipts taxes (as applicable by state) charged against payments to us under this Client Agreement; Client further agrees to pay any expenses related to the state's assessment of any imputed taxes/expenses related to the treatment of Contractors as independent contractors;
- 3.9 Comply and require the assigned facility to comply with AMA, JCAHO, federal, state and local standards relating to patient care and related activities;
- 3.10 Participate in LocumTenens.com customer service/risk management activities by reporting, in writing, immediately to us any incident which may lead to a malpractice claim or disciplinary action taken against any Contractor.

## 4.0 Fees

- 4.1 You agree to pay the specific fees for each Contractor as required on the applicable Contractor Addendum. Such fees are due and payable regardless of the number of cases or modalities performed by the Contractor. Additionally, you agree that: (a) it is your responsibility to ensure all patient charts are

completed by the Contractor prior to the Contractor's completion of service, and (b) failure of verification of patient chart completion does not constitute in any way a reduction or elimination of your responsibility to pay all fees to us as required.

4.2 Immediately upon your acceptance of a Contractor, you agree to pay LocumTenens.com a deposit in the amount of \$15,000.00. Upon our receipt of your written request, you may apply the remaining balance of a deposit paid for a particular Contractor against payment of the last two invoices for your account relating to that Contractor. In addition, provided that all amounts owed to us are paid in full, upon your written request made within one year of placing the deposit, we will refund the remaining balance of the deposit relating to that Contractor to you.

4.3 You agree to pay LocumTenens.com an administrative service fee in the amount of \$30.00 for each calendar day a Contractor delivers services through patient contact or call availability.

4.4 A premium of one weekend day on-call rate will be charged for Memorial Day, July 4th, Labor Day, Thanksgiving Day, Christmas Day, New Year's Day and any other holidays recognized by your facility, regardless of whether services are actually provided on these days (except with prior approval of LocumTenens.com and the Contractor). In addition to the premium, should the Contractor render services/work on the holiday, all hours worked will be charged at the overtime rate. In addition to the premium, should the Contractor have call duties on the holiday, the Weekend/Holiday on-call rate will be charged and any call-back hours will be charged at the overtime rate.

4.5 You are responsible for verifying and signing Contractor's time sheets on a weekly basis or assuring an authorized representative of the assigned facility does so. A signed time sheet indicates your agreement that Contractor has properly provided Services for the stated hours and that you will remit payment pursuant to the applicable Contractor Addendum and other applicable provisions of this Client Agreement. If you have a question concerning the Contractor's time sheet, you shall notify LocumTenens.com within three (3) business days of your receipt of the time sheet in question from the Contractor. After three (3) business days, any and all time sheet(s) will be deemed accurate and valid, and LocumTenens.com will be entitled to payment of service fees for the time reflected on that time sheet in accordance with the terms hereof.

4.6 Payment for each time card period is due immediately upon receipt of an invoice. All payments more than thirty (30) days past due will accrue interest at the rate of one and one-half percent (1-1/2%) per month from the date of invoice or the date due, whichever is later.

#### **5.0 Cancellation of Coverage**

LocumTenens.com expends significant time and effort locating Contractors, arranging for coverage, arranging for transportation, and otherwise arranging to meet your staffing needs. The Contractor we place must arrange his/her schedule as far in advance as possible, which may involve foregoing other opportunities. As a result, the following provisions apply with respect to your cancellation of services:

5.1 You may request that a Contractor be removed or a placement cancelled (a) at any time if the request is based on your reasonable dissatisfaction with the clinical performance or professional conduct of such Contractor or (b) at any time and for any reason, provided that we receive from you at least 30 days prior written notice. If you request that a Contractor be removed or a placement cancelled under (a) above, written documentation detailing the specific reasons for the request for removal must be received by LocumTenens.com prior to the Contractor's removal and such documentation must be reasonably satisfactory to us. In the event of a removal or cancellation under (a) or (b) above, you agree to pay us (i) all amounts owed hereunder for locum tenens coverage provided by such Contractor through the effective date of the cancellation, plus, but not being limited to, (ii) full roundtrip transportation, local housing, local transportation, any and all fees and penalties incurred by us or Contractor as a result of having to cancel lease agreements for this assignment, plus, but not being limited to, (iii) all other amounts due directly from you to the Contractor.

5.2 In the event that you request that a Contractor that has been scheduled to provide services to or for you (whether or not actually placed in your facility) be removed or his or her placement cancelled and such removal or cancellation does not satisfy the conditions of the preceding paragraph, you agree to pay us (i) all amounts owed hereunder for locum tenens coverage provided through the effective date of the cancellation plus (ii) the full amount of fees and costs which would have been payable for any uncompleted portion of the locum tenens period up to a maximum of thirty calendar days. You also agree to reimburse LocumTenens.com for any fees and/or charges incurred by us that result from the cancellation including, but not limited to: airline penalties for cancellation and rescheduling, non-refundable housing deposits, plus all other non-cancellable amounts which you would have been required to pay or reimburse us for through the remaining term of the locum tenens period requested by you (such as non-cancellable rental or lease costs).

5.3 LocumTenens.com will not, in any event, remove a Contractor from or cancel an assignment for illegal or discriminatory reasons.

#### **6.0 Subsequent Placement, Recruitment or Other Usage of a Candidate**

Our locum tenens trial practice option allows you to work with a Contractor prior to entering into a permanent commitment with him/her. Upon payment of the amount set forth below, you or the assigned facility may enter into a direct relationship with a Contractor who has worked with you or has been introduced or presented through LocumTenens.com, following completion of 60 days locum tenens coverage by that Contractor. The recruitment fee for a Physician is \$45,000.00; the recruitment fee for a CRNA is \$28,000.00; the recruitment fee for a Nurse Practitioner is \$25,000.00; and the recruitment fee for a Physician Assistant is \$25,000.00. These recruitment fee amounts apply without regard to the specialty of the Contractor. The recruitment fee is payable for any Contractor introduced to you by LocumTenens.com who:

6.1 Accepts a position with you or with the facility where the Contractor was assigned or any facility, organization or group owned or operated by, or affiliated with you or with the assigned facility, whether or not in your or its actual community, within two years of the date the Contractor was introduced or presented, or if the Contractor worked, two years from the last day the Contractor last provided services to or for you; or

6.2 Accepts a position within a 15 mile radius of the facility where the Contractor provided services within two years of the date the Contractor was introduced or presented, or if the Contractor worked, two years from the last day the Contractor last provided services to or for you, if you or the assigned facility personnel assist in obtaining the position or if the Contractor has privileges at any facility, organization or group owned or operated by or affiliated with you or with the assigned facility; or

6.3 Engages in locum tenens coverage or provides services for you or any of your affiliates or with the assigned facility, except through LocumTenens.com, within two years of the date the Contractor was introduced or presented, or if the Contractor worked, two years from the last day the Contractor last provided services to or for you.

6.4 The recruitment fee is due on the first day the Contractor performs any of the services listed above. Pending our receipt of the recruitment fee, paid in full, all locum tenens fees based on the current rates structure will remain in full effect and due through the date on which the recruitment fee is paid in full. The locum tenens fees will NOT be credited against the separate recruitment fee. These obligations will remain in full effect regardless of the date of termination or cancellation of coverage or cancellation of this Client Agreement and whether or not either of us is in breach of any term of this Client Agreement. In addition, should you elect to interview a candidate introduced to you by LocumTenens.com for a permanent position, you agree to pay expenses related to that interview.

## 7.0 Status of Contractors

Contractors are independent contractors of LocumTenens.com and/or any one of its affiliates (including LT Medical, LLC). Contractors are not employees, agents or subcontractors of LocumTenens.com. Because Contractors are independent contractors, neither LocumTenens.com, nor you, will be responsible for tax withholding or incurring employee social security payments, workers' compensation insurance, unemployment insurance or health insurance. All medical, healthcare, or clinical decisions or actions shall be solely those of the Contractor.

## Standards of Service

LocumTenens.com is committed to customer satisfaction. Our risk management will periodically review the performance of Contractors while on assignment. You agree to assist LocumTenens.com in this process by providing us with meaningful feedback by (1) including locum tenens Contractors placed through us in the ongoing quality assurance/risk management programs of your facility, (2) providing necessary materials and reports on the performance of Contractors to LocumTenens.com's customer service/risk management team, medical director and legal counsel, and (3) advising us within 48 hours of your notification of any incident or claim involving a Contractor placed through LocumTenens.com so that we may assist in its resolution.

## 9.0 Term

9.1 The term of this Client Agreement is for a period of one (1) year and will automatically renew for successive one year terms unless otherwise terminated as provided herein.

9.2 Client may terminate this Client Agreement for any reason by giving at least thirty (30) days advance written notice of cancellation. Said thirty (30) day period shall commence upon the date of receipt of such notice by LocumTenens.com. Upon termination of this Client Agreement under this paragraph, you agree to pay us (i) all amounts owed hereunder for locum tenens coverage provided through the effective date of the termination plus (ii) the full amount payable and due for any uncompleted portion of the then existing locum tenens periods up to a maximum of thirty calendar days for each such period. You also agree to reimburse LocumTenens.com for any fees and/or charges incurred by us that result from the termination (such as airline penalties for cancellation and rescheduling, non-refundable housing deposits and the like) plus all other non-cancellable amounts which you would have been required to pay or reimburse us for through the remaining term of the then existing locum tenens periods (such as non-cancellable rental or lease costs).

9.3 LocumTenens.com may terminate this Client Agreement for any reason upon thirty (30) days prior written notice effective upon receipt by Client.

## 10.0 Mutual Indemnification

10.1 LocumTenens.com shall defend, indemnify, and hold harmless Client, its affiliates, officers, directors, employees, counsel, agents, and assigns from and against any and all losses, liabilities, damages, costs (including, without limitation, court costs and costs of appeal), and expenses (including, without limitation, reasonable attorneys' fees and expenses) (collectively, "Damages") caused or alleged to have been caused, directly or indirectly, by or as a result of any breach by us, or any failure, negligence, or willful misconduct by us in connection with our performance, of this Client Agreement.

2 Client shall defend, indemnify, and hold LocumTenens.com, its affiliates, officers, directors, employees, counsel, agents, and assigns, harmless from and against any and all Damages caused or alleged to have been caused, directly or indirectly, by or as a result of any breach by Client, or any negligence or willful misconduct by Client in connection with its performance, of this Client Agreement or the provision of medical or health care services by Client or the assigned facility.

**11.0 General**

11.1 The terms or conditions hereof (including the fees payable hereunder), the identity and/or qualifications of the Contractor, and any other information of LocumTenens.com which we deem to be proprietary, are confidential and are provided for your internal use only in connection with your performance of this Client Agreement. You agree to not disclose, or discuss, any such information with any third party (including any Contractor) without our express written consent.

11.2 Any controversy or claim arising out of or relating to the interpretation, enforcement or breach of this Client Agreement or the relationship between the parties hereto shall be resolved by binding arbitration in accordance with the Commercial Arbitration Rules for the American Arbitration Association at any arbitration hearing to be held in Atlanta, Georgia. If LocumTenens.com prevails, Client agrees to pay for reasonable expenses, including attorneys' fees. This paragraph shall be specifically enforceable. The award rendered by the arbitrator(s) may be entered and enforced in any court of competent jurisdiction.

11.3 Neither party shall be liable for any damages incurred by reason of any delay in fulfilling its respective obligations under this Client Agreement, if such delays are caused by conditions beyond the control of such party, including, but not limited to, governmental restrictions, natural disasters, work stoppages, labor disputes, war or insurrection, or acts of God.

11.4 The failure of either party to exercise any of its rights under this Client Agreement shall not be deemed to be a waiver of such rights.

11.5 This Client Agreement (which includes all attachments hereto, all coverage requests and addenda signed by the parties) is our entire agreement and supersedes all prior agreements between us. It binds us and each of our successors and assigns. This Client Agreement may not be assigned by you without our prior written consent. Any changes must be in writing and signed by both parties. If any provisions of this Client Agreement are found to be invalid, the other provisions will remain in full force and effect.

11.6 This Client Agreement does not create any rights in any party, other than LocumTenens.com and Client.

11.7 LocumTenens.com will retain its records and provide government authorities access to them consistent with Title 42 of the United States Code Annotated, Section 1395x(v)(1).

11.8 All notices, requests, instructions or other documents shall be in writing and shall be effective upon receipt, if given (i) in person or by courier or a courier service, (ii) by facsimile or other wire transmission, (iii) by electronic mail where receipt is confirmed, or (iv) by U.S. mail, certified or registered mail, postage prepaid, or overnight delivery service; addressed as set forth on the signature page.

11.9 This Client Agreement shall be governed by the laws of the State of Georgia.

The effective date of this Client Agreement is June 2, 2015.

**CLIENT: Yamhill County Mental Health and Human Services**

**McMinnville, OR**

Name: SILAS HALLERAN STEINER

Sign: [Signature]

Title: HHS DIRECTOR

Date: 7/25/15

Federal Employer ID: \_\_\_\_\_

Notice Address:

627 NE EVANS ST.

McMinnville OR 97128

Attn: SAME AS ABOVE

Fax: \_\_\_\_\_

**LOCUMTENENS.COM, LLC**

Name: Ben Dantes

Sign: [Signature]

Title: Attn: Nathan Hancock

Date: 7/27/15

Notice Address:

2855 Northwinds Parkway

Alpharetta, GA 30009

Accepted by Yamhill County Board of Commissioners on

7-23-15 by Board Order

# 15-269

B.O. 15-209